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TALLAHASSEE, FLORIDA

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December 23, 2004

2005 JAN -7 PM 3:54
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DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

Re: Articles of Merger
205 South MacDill, LLC into W.C. Dudney, P.A.

Greetings:

Enclosed for filing with your office are:

Articles of Merger for 205 South MacDill, LLC into W.C. Dudney, P.A.

along with our check for $90.00 representing the charge for one limited liability company (professional service) to merge with a professional service corporation and the cost of a certified copy of the Articles.

An extra copy as required for the certification is enclosed along with one to be date stamped and returned to us.

If additional information is needed, or if there are questions, please let me know.

Sincerely yours,

Anita C Brannon

ANITA C. BRANNON

ACB:han
Enclosures
Articles of Merger (original + two copies, one copy to be date stamped and returned)
Check for $90.00
Pre-addressed, stamped envelope for certified copy and date stamped copy

FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

FILED
2005 JAN -7 PM 3:54
TALLAHASSEE, FLORIDA

January 3, 2005

ANITA C. BRANNON
TOWNSEND & BRANNON
608 W. HORATIO STREET
TAMPA, FL 33606-2228

SUBJECT: W. C. DUDNEY, P.A.
Ref. Number: P95000061851

We have received your document for W. C. DUDNEY, P.A. and your check(s) totaling $90.00. However, the document has not been filed and is being retained in this office for the following:

The plan of merger must be attached/included.

If you have any questions concerning the filing of your document, please call (850) 245-6043.

Joey Bryan
Document Specialist

Letter Number: 905A00000109

ARTICLES OF MERGER
OF
205 South MacDill LLC
into
W.C. Dudney, P.A

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CORPORATIONS
TALLAHASSEE, FLORIDA

The following Article so merger are being submitted in accordance with *Sections* 607.1109 and 608.4382, *Florida Statutes.*

FIRST: The name, current street address of its principal office, jurisdiction, and entity type for each ***merging*** party are as follows:

Name and Current Address:	**Jurisdiction**	**Entity Type**
205 South MacDill, LLC 205 S. MacDill Ave. Tampa, FL 33609-3103	Florida	Professional service LLC

Florida Document/Registration No.: L02000018483
FEI Number: 03-0473975

SECOND: The name, current street address of its principal office, jurisdiction and entity type of the ***surviving*** party are:

Name and Current Address:	**Jurisdiction**	**Entity Type**
W.C. DUDNEY, P.A. 205 S. MacDill Ave. Tampa, FL 33609-3103	Florida	Professional service corp

Florida Document/Registration No.: P95000061851
FEI Number: 58-1458816

THIRD: The attached Plan of Merger meets the requirements of *Sections* 607.1108, 608.438 and 621.13(3), *Florida Statutes*, and was approved by each professional service corporation and professional service limited liability company that is a party to the merger in accordance with the applicable provisions of Florida law.

FOURTH: There were no dissenting members or shareholders and the vote for merger was unanimous.

FIFTH: The merger is permitted under the laws of the State of Florida and is not prohibited by the regulations or articles of organization of any limited liability company that is a party to the merger.

SIXTH: The merger shall become effective upon filing of the Articles with the Secretary of

State.

SEVENTH:
The Articles of Merger comply and were executed in accordance with the laws of the applicable jurisdiction(s).

EIGHTH:
Signatures for each party:

Name of Entity	**Signature**	**Printed name of individual**
205 South MacDill, LLC	Member-Manager	William C. Dudney, III Member-Manager Authorized Representative
W.C. Dudney, P.A.	Its President	William C. Dudney, III Its President

PLAN OF MERGER
for **205 South MacDill LLC** into
W.C. DUDNEY, P.A

THIS PLAN OF MERGER dated December 2, 2004, made by and between W. C. DUDNEY, P.A. (hereinafter DUDNEY, P.A) and a majority of the directors/shareholders thereof, parties of the first part, and 205 South MacDill, LLC (hereinafter205) and a majority of the members thereof, parties of the second part, said two entities being hereinafter sometimes referred to as W.C. DUDNEY, P.A. and 205 South MacDill, LLC, respectively, or together as the Constituent Entities,

WITNESSETH THAT:
WHEREAS, DUDNEY, P.A. is a professional service corporation organized and existing under the laws of the State of FLORIDA; and

WHEREAS, 205 is a professional service limited liability company organized and existing under the laws of the State of FLORIDA; and

WHEREAS, 205 has a professional office building which is being used by DUDNEY P.A. and the members and shareholders of the respective entities are the same and both entities believe it would benefit them to merge; and

WHEREAS, the respective Board and Manager of the Constituent Entities have determined that it is advisable that 205 be merged into DUDNEY, P.A., on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the laws of the State of FLORIDA;

NOW THEREFORE, in consideration of the premises and of the mutual agreements, covenants and provisions hereinafter contained, the parties hereto agree that 205 be merged into DUDNEY, P.A., and that the terms and conditions of such merger, the mode of carrying the same into effect, and the manner and basis of converting the member interests of 205 into shares of DUDNEY, P.A. shall be as follows:

ARTICLE I. 205 and DUDNEY, P.A. shall be merged into a single professional service corporation, in accordance with the applicable provisions of the laws of the State of FLORIDA, by 205 merging into DUDNEY, P.A., which shall be the surviving professional service corporation. The separate existence of 205 shall cease and the existence of DUDNEY, P.A. shall continue unaffected and unimpaired by the merger with all the rights, privileges, immunities and powers, and subject to all the duties and liabilities of a professional service corporation organized under the law of the State of FLORIDA.

ARTICLE II.

1. The Articles of Incorporation of DUDNEY, P.A. shall continue to be its Articles of Incorporation following the effective date of the merger, until the same shall be altered or amended.

2. The By-Laws ofDUDNEY, P.A. shall be and remain By-Laws ofDUDNEY, P.A. until altered, amended or repealed.

3. The directors and officers of DUDNEY, P.A. in office on the effective date of the merger shall continue in office and shall constitute the directors and offices ofDUDNEY, P.A. for the term elected until their respective successors shall be elected or appointed and qualified.

ARTICLE III. On the effective date of the merger:

1. DUDNEY, P.A. shall possess all the rights, privileges, immunities, powers and franchises of a public as well as of a private nature, and shall be subject to all of the restrictions and duties of each of the Constituent Entities; and all property, real, personal and mixed, together with the good will of the business and all debts due on whatever account, and all other choses in action and all and every other interest of or belonging to or due to each of the Constituent Entities shall be deemed to be transferred to and vested in DUDNEY, P.A. without further act or deed, and the title to any real estate, or any interest therein, vested in either of the Constituent Entities shall not revert or be in any way impaired by reason of the merger but shall be owned by the surviving entity, DUDNEY, P.A.

2. DUDNEY, P.A. shall be responsible and liable for all the liabilities and obligations of each of the Constituent Entities; and any claim existing or action or preceding pending by or against either of the Constituent Entities may be prosecuted to judgment as if the merger had not taken place, or DUDNEY, P.A. may be substituted in its place and neither the rights of creditors nor any liens upon the property of either of the Constituent Entities shall be impaired by the merger. DUDNEY, P.A. shall execute and deliver any and all documents which may be required for it to assume or otherwise comply with outstanding obligations of 205.

3. The aggregate amount of the net assets of the Constituent Entities which is available for payments of dividends/distributions immediately prior to the merger, to the extent that the value thereof is not transferred to stated capital by issuance of shares of stock or otherwise, shall continue to be available.

ARTICLE IV. The manner and basis of member interest of 205 into shares of stock of DUDNEY, P.A. and the effect on existing and issued DUDNEY, P.A. stock will be as follows:

1. The shares of stock of DUDNEY, P.A., whether authorized or issued on the effective date of the merger shall not be converted or exchanged as a result of the merger, but upon the said date, all shares of stock of DUDNEY, P.A. theretofore authorized (whether issued or unissued) shall be and be deemed to be shares of stock of DUDNEY, P.A., and all such shares of stock of DUDNEY, P.A. outstanding on the effective date of the merger (including shares held in the Treasury of DUDNEY, P.A.) shall remain outstanding, shall be and be deemed fully-paid and non-assessable and shall retain all rights to accrued and unpaid dividends, if any.

2. Each membership interest (expressed as a percentage of 100%) of 205 which is issued and outstanding on the effective date of the merger and all rights in respect thereof, shall, on said date, be converted into and exchanged for the pro rata percentage of represented by the interest to 100 shares of presently authorized and unissued Stock of DUDNEY, P.A. For example, if a membership interest is 15%, that interest will receive 15 shares.

3. As soon as practicable after the effective date of the merger, each holder of an outstanding membership certificate or other evidence of interest in 205 shall surrender the same to DUDNEY, P.A., and such holder, after establishing that they are licensed medical doctors in the state of Florida, shall be entitled, upon such surrender, to receive in exchange therefor a certificate of certificates representing the number of whole shares of Common Stock of DUDNEY, P.A. represented by the surrendered membership interest.

4. All shares of Common Stock of DUDNEY, P.A. into which shares of Common Stock of 205 are converted shall be fully-paid and nonassessable.

ARTICLE V. DUDNEY, P.A. shall pay all expenses of accomplishing the merger.

ARTICLE VI. If at any time DUDNEY, P.A. shall consider or be advised that any further assignment or assurances in law are necessary or desirable to vest or to perfect or confirm of record in DUDNEY, P.A. the title to any property or rights of 205, or to otherwise carry out the provisions hereof, the proper officers and directors of 205 as of the effective date of the merger shall execute and deliver any and all proper deeds, assignments and assurances in law, and do all things necessary or proper to vest, perfect or confirm title to such property or rights in DUDNEY, P.A.

ARTICLE VII. Each of the Constituent Entities shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Florida, to consummate and make effective the merger, subject, however, to the appropriate vote or consent of the stockholders or members of each of the Constituent Entities in accordance with the requirements of the applicable provisions of the laws of the State of Florida.

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ARTICLE VIII. The effective date of the merger shall be upon filing the plan with the Secretary of State, provided that upon such date, all acts and things shall have been done as shall be required for accomplishing the merger under the applicable provisions of the laws of the State of Florida, or on the first date thereafter on which all required acts have occurred.

ARTICLE IX. Anything herein or elsewhere to the contrary notwithstanding, this Agreement and the Plan of Merger may be abandoned by action of the Board of Directors or Managers of either DUDNEY, P.A. or 205 at any time prior to the effective date of the merger, whether before or after submission to their respective stockholders and members upon the happening of any one of the following events:

1. If the merger fails to obtain the requisite vote of stockholders of DUDNEY, P.A. or of membership interests of 205 not later than December 31, 2004; or

2. If, in the judgment of the Board of Directors of DUDNEY, P.A. or the Manager-Members of 205, the merger would be impracticable because of the number of stockholders or members of either thereof who assert their right to have their stock or membership interest appraised and to receive payment therefor or otherwise exercise dissenting rights.

ARTICLE X. DUDNEY, P.A. and 205 each represents and warrants to the other that between the date hereof and the time when the merger becomes effective they will not enter into any employment contracts, grant any stock or membership interest options or issue any stock or securities, except upon the exercise of presently outstanding stock or membership options, or declare or pay any dividends in stock or cash or make any other distribution on or with respect to their outstanding stock and membership interests.

IN WITNESS WHEREOF, the parties hereto, pursuant to authority given by their respective Board of Directors, or Members have caused this Plan of Merger to be entered into and signed by their respective directors, or a majority of them, and in their respective corporate names by their respective Presidents or Manager-Members and their corporate seals to be hereunto affixed, all as of the date and year first above written.

W.C. DUDNEY, P.A.

BY: William C Dudney
William C. Dudney, III
President

William C Dudney
WILLIAM C. DUDNEY, III
DIRECTOR

205 South MacDill, LLC

BY: William C Dudney
William C. Dudney, III
Manager-Member- Authorized Representative